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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

-----X
BRENDA NATARAJAN,

Plaintiff,

-against-

UNITED AIRLINES, INC.,

Defendant.

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**COMPLAINT & JURY TRIAL
DEMAND**

Index No.:

The Plaintiff, BRENDA NATARAJAN, by her attorneys BOHRER & LUKEMAN, PLLC, as and for her complaint against Defendant, UNITED AIRLINES, INC., alleges the following upon information and belief:

JURISDICTION AND VENUE

1. The jurisdiction of this Court is invoked pursuant to 28 U.S.C. Sec. 1332, insofar as there exists complete diversity of citizenship of the parties and the amount in controversy, exclusive of interest and costs, exceeds \$75,000.

2. Jurisdiction is further proper in that the subject flight concluded in New Jersey; defendant UNITED AIRLINES, INC. a common carrier of passengers by air, had offices and transacted business within New Jersey; purposefully availed itself of the privilege of conducting activities within New Jersey; and this cause of action arises out of and/or relates to Defendant's contacts with New Jersey.

3. Venue is proper in this district pursuant to 28 U.S.C. Sec. 1391, in that the Defendant resides and is doing business in this judicial district.

4. Venue is proper in this district pursuant to 28 U.S.C. Sec. 1391, in that a substantial part of the events or omissions giving rise to this claim occurred within this judicial district.

5. Plaintiff BRENDA NATARAJAN resides in Santa Monica, California.

6. Defendant UNITED AIRLINES, INC. (“United”), is a foreign corporation organized under the laws of the State of Delaware, with its principal place of business in the State of Illinois, and authorized to do business in the State of New Jersey.

7. Defendant United was and is a common carrier engaged in the business of transporting passengers for hire by air.

8. Defendant United operates regularly scheduled commercial passenger flights to and from the State of New Jersey.

9. In furtherance of its business as a commercial air carrier of passengers, Defendant United employs individuals in the State of New Jersey.

10. In furtherance of its business as a commercial carrier of passengers by air, Defendant United maintains offices for the transaction of business in the State of New Jersey.

11. The subject flight, on which the subject incident occurred, was destined for Newark Liberty International Airport (EWR) in the State of New Jersey.

AS AND FOR A FIRST CAUSE OF ACTION

12. On or about September 24, 2021, Plaintiff was a passenger travelling aboard United Airlines Flight 672 from Los Angeles International Airport, Los Angeles, California (LAX) to Newark International Airport, Newark, New Jersey (EWR)(“the subject flight”).

13. On September 24, 2021, Defendant United employed a cabin crew responsible for the safe and secure operation of its flights as well as the safety and well-being of its passengers.

14. On September 24, 2021, the subject flight was conducted on an aircraft owned, leased, operated, staffed, or otherwise controlled by the Defendant United.

15. On September 24, 2021, Defendant United was responsible for the service, maintenance, inspection, and/or repair of the subject aircraft.

16. On September 24, 2021, Defendant United was responsible for the training, management, supervision, and/or control of its cabin crew aboard the subject flight, including but not limited to the crew's adherence to standard safety policies and protocol with respect to the service of hot beverages and liquids.

17. On September 24, 2021, while seated aboard the subject aircraft, Plaintiff was injured as the result of contact with hot liquid.

18. On September 24, 2021, Plaintiff was injured when Defendant United's cabin crew member negligently handed Plaintiff a cup filled with hot liquid.

19. As a result, the cup's contents spilled onto Plaintiff.

20. On September 24, 2021, while seated aboard the subject aircraft, Plaintiff suffered serious burns due to the negligence, carelessness and/or recklessness of Defendant United's cabin crew members who are its employees, agents and/or servants.

21. As a result of said negligence, Plaintiff was injured.

22. As a result of said negligence, Plaintiff was seriously injured.

23. As a result of said negligence, Plaintiff was permanently injured.

24. As a result of said negligence, Plaintiff suffered great pain, agony, and mental anguish, and in the future shall continue to suffer from same.

25. As a result of said negligence, Plaintiff suffered economic loss and in the future shall continue to suffer from same.

26. As a result of said negligence, Plaintiff was forced to expend sums of money on medical treatment on behalf of her infant and in the future shall continue to expend money on same.

27. As a result of said negligence, Plaintiff was deprived of his enjoyment of life, pursuits, and interests and in the future shall continue to be deprived of same.

28. Defendant United is jointly and severally liable for all damages suffered by Plaintiff.

WHEREFORE, BRENDA NATARAJAN, demands judgment against Defendant UNITED AIRLINES, INC. in an amount to be determined at trial, together with interest, costs, and disbursements of this action.

Dated: New York, New York
June 22, 2023

Yours, etc.
BOHRER & LUKEMAN, PLLC



Abram I. Bohrer, Esq. (AB 4336)
David A. Zeitzoff, Esq. (DZ 9036)
Attorneys for Plaintiff

JURY DEMAND

Plaintiff demands a jury of eight (8) persons for all claims stated.

Dated: June 22, 2023

BOHRER & LUKEMAN, PLLC



Abram I. Bohrer, Esq. (AB4336)

CERTIFICATION PURSUANT TO LOCAL CIVIL RULE 11.2

I hereby certify that, to the best of my knowledge, the matter in controversy is not the subject of any other action pending in any other court or of any pending arbitration or administrative proceeding.

Dated: June 22, 2023

BOHRER & LUKEMAN, PLLC

A handwritten signature in black ink, consisting of a large, loopy capital 'A' followed by a series of connected, cursive letters that appear to be 'brer'.

Abram I. Bohrer, Esq. (AB4336)

DESIGNATION OF TRIAL COUNSEL

Abram I. Bohrer is hereby designated as trial counsel in this matter.

Dated: June 22, 2023

BOHRER & LUKEMAN, PLLC

A handwritten signature in black ink, identical to the one in the first section, consisting of a large, loopy capital 'A' followed by a series of connected, cursive letters that appear to be 'brer'.

Abram I. Bohrer, Esq. (AB4336)